1. **SUPPORT AGREEMENT**. Grass Valley, a Belden brand, is a business unit (consisting of worldwide Grass Valley, Miranda, and Softel subsidiary legal entities otherwise each individually referred to herein as a "Grass Valley legal entity") under the Broadcast Platform of Belden Inc. This Support Agreement ("Support Agreement") is between customer as defined in the Proposal ("Customer"), and the Grass Valley legal entity identified in the Proposal ("Grass Valley"), and shall be deemed effective as of the first day of the Coverage Period set forth in the Proposal ("Effective Date"). Subject to the terms and conditions of this Support Agreement, and issuance of a purchase order pursuant hereto, Grass Valley agrees that Customer and Customer's Affiliates located in the covered country are entitled to the services elected above ("Support Services'). References to "Customer" in this Support Agreement shall include Customer's Affiliates located in the covered country. An Affiliate is defined as any entity which directly or indirectly controls, is controlled by, or is under common control with the party. An entity is considered to control another entity if it owns, directly or indirectly, more than fifty percent (50%) of the total voting securities or other such similar voting rights. For Grass Valley, Affiliates shall include Belden Inc. and all Belden Inc. Affiliates operating within the Grass Valley business unit of the Belden Broadcast Platform worldwide (i.e. Grass Valley, Miranda, or Softel legal entities as the case may be).

2. **TERM OF SUPPORT AGREEMENT**. The term of this Support Agreement ("Term") shall be the Coverage Period specified in the Proposal.

3. **DEFINITIONS**.

"Hardware" means the Grass Valley and/or Grass Valley Affiliate equipment, modules or other physical components and goods purchased by Customer under Grass Valley's Global Terms and Conditions of Sale available at: http://www.grassvalley.com/about/terms_conditions or a separate agreement with Grass Valley or its authorized reseller. Hardware includes Grass Valley purpose built Hardware with Embedded Software as well as information technology type Hardware like a generic pc or server.

"Product(s)" means (i) Hardware, to the extent Customer purchased Hardware, (ii) Software, to the extent Customer purchased Software, (iii) any combination thereof, to the extent Customer purchased Hardware together with Software, or (iv) Deliverables, to the extent Customer purchased Deliverables. All purchases of Products shall be made under Grass Valley's Global Terms and Conditions of Sale available at: http://www.grassvalley.com/about/terms_conditions or a separate agreement with Grass Valley or its authorized reseller. This Support Agreement shall govern Support Services only.

"**Purchase Order**" means Customer's written purchase request for Hardware and/or Software and/or Services, whether received by mail or by electronic means, submitted by Customer pursuant to a Contract/Proposal, excluding any different or additional terms or conditions on Customer's form. Such Purchase Order shall include the quantity and type of Product(s) ordered Products descriptions, shipment and invoice information and shipping instructions (if allowed by Grass Valley), Customer's order number and the Proposal number(s).

"Software" includes the Licensed Program and means any software provided pursuant to Grass Valley's Global Terms and Conditions of Sale on DVD, via a Grass Valley or other web-site, or on another medium or through another delivery mechanism, or Grass Valley or Grass Valley Affiliate reseller or distributor, including (i) the Grass Valley software and/or firmware used in or with the Hardware and embedded in, dependent upon or loaded onto the Hardware in object code format – e.g. the Grass Valley software contained in Grass Valley switchers, routers, interfaces, MC, cameras,K2Summits and storage Products ("Embedded Software"); (ii) Grass Valley application software products which are provided to Customer independently of the Hardware – including but not limited to: STRATUS, Edius, Guardian, iTx, Softel and other Software as may be identified by Grass Valley ("Stand Alone Software"); (iii) Grass Valley application software products which are provided to Customer with information technology type Hardware such as a generic pc or server – e.g. the software provided with STRATUS servers/appliances, Edius turnkey, K2 FSS servers, Ignite servers, Guardian appliance, iControl, Vertifgo, K-IP, and

NV9x ("Application Software") and (iv) any Documentation specifically applicable to the Software. For a complete list of Standalone Software, Embedded Software, or Application Software with IT Hardware please see the Software Warranty Appendix located at http://www.grassvalley.com/about/terms_conditions. "Software" also includes other software, new versions, updates, upgrades, options, bug fixes, error corrections, modifications, enhancements, and other releases, if any, to the extent provided to Customer. Nothing in this Support Agreement shall constitute or be deemed to constitute an obligation of Grass Valley to provide any Software, Documentation, or other software, new versions, updates, upgrades, options, bug fixes, error corrections, modifications, enhancements, and other Software releases. The term "purchase" when used with respect to Software means to acquire a license to use Software (not to acquire title to the Software).

"Support Services" means the maintenance and support services offered under Grass Valley's branded Support Services offerings as further defined herein, or under a separate written agreement for a customized offering negotiated and signed by the parties (as applicable), to the extent Customer purchased such Support Services. Support Services, to the extent Customer purchased the same, are in addition to any Product Support, if any, offered by Grass Valley during the applicable Warranty Period under Grass Valley's Global Terms and Conditions of Sale available at: http://www.grassvalley.com/about/terms_conditions or a separate agreement with Grass Valley or its authorized reseller. Support Services will not be provided for third party product.

"Warranty Uplift and Warranty True Up". If Customer purchases a Support Agreement with the initial related Product sale, or if Customer purchases a Warranty Uplift at any time thereafter, during the applicable Warranty Period the standard Product Services which Customer is otherwise entitled to shall be uplifted to the applicable level of Support Agreement features purchased (collectively "Warranty Uplift"). If the Customer purchases a Warranty True Up at the time of purchase of Standalone Software and/or Application Software provided with IT Hardware, as the case may be, the Customer shall be entitled to an extended Warranty Period for such purchased Software from ninety (90) days to fifteen (15) months from date of shipment from the factory ("Warranty True Up").

4. FEES AND PAYMENT TERMS

4.1 Prices and/or fees quoted by Grass Valley are exclusive of any taxes, (including any Value Added Tax where applicable), levies, duties, or other governmental charges, shipping, and insurance.

4.2 Any and all taxes, (including any value added tax where applicable), levies, duties and governmental or other charges of any nature, present or future, imposed on Grass Valley or which Grass Valley has a duty to collect in connection with the sale, delivery, or use of any Product, Services or Support Services will appear as separate items on the invoice. If Customer is required by law to withhold any amount of tax from its payment to Grass Valley, the amounts otherwise payable hereunder shall be grossed up so that Grass Valley receives the same net amount it would otherwise have been entitled to receive and the parties will take all reasonable steps to minimize such withholding tax.

4.3 Customer understands that Customer may receive multiple invoices from Grass Valley for Support Services Customer ordered. Grass Valley's standard invoice payment terms are net thirty (30) calendar days of the date of invoice unless otherwise agreed to in writing by the parties. Support Services fees are invoiced annually in advance. In the event Customer fails to pay Grass Valley's invoice in full in due time, Grass Valley shall be entitled to suspend the performance of its obligations until Customer has paid all amounts due. All overdue payments also shall be subject to a late payment interest at the rate of one and one-half percent (1.5%) per month (or the maximum allowable by law) from the due date until the date when all outstanding payments have been made in full. Customer agrees to pay any third-party collection expenses, including attorneys' fees, incurred by Grass Valley to collect any unpaid amounts. All payments shall be made in the currency specified in Grass Valley's Proposal.

4.4 All payment terms are subject to prior credit approval by Grass Valley. Grass Valley may reject any Purchase Order, change its credit terms, suspend performance or cancel any accepted Purchase Order, in its sole discretion when, in Grass Valley's reasonable determination, Customer's financial condition or record of payment

so warrants, or Grass Valley's internal booking or debooking policy so warrants. In addition, Grass Valley reserves the right to cancel or amend any accepted Purchase Order if for any reason it becomes unable to fulfill Customer's Purchase Order. In each such case, notice of Grass Valley's action will be promptly given to Customer. The amendment or cancelation will be deemed accepted by Customer unless rejected by Customer within ten (10) calendar days of the date of such amendment or cancelation. If Customer chooses to reject the amendment or cancellation, Grass Valley may terminate the related Proposal without further liability. Grass Valley is not obligated to sell to Customer any Product, Service or Support Service ordered by Customer until such time as Grass Valley has accepted the applicable Purchase Order. Acceptance of a Purchase Order by Grass Valley shall be (a) by general acknowledgement transmitted by facsimile or electronic mail, or (b) by commencement of performance by Grass Valley. Before accepting a Purchase Order Grass Valley may require to receive a signed original of the Proposal, Support Agreement or Purchase Order.

For Purchase Orders relating to the replacement of discrete, identifiable, serial numbered components that can be shipped as a complete component ("Exchange Component") under an Advance Exchange Hardware service agreed to by Grass Valley pursuant to Customer purchased GV CARE Elite or GV CARE Basic Support Agreement or other Proposal specifically providing for the same, upon receipt of the Exchange Component, Customer has thirty (30) calendar days to tender the defective component to the return carrier for shipment to Grass Valley's service center. If Customer fails to return the defective component to the specified carrier, Customer will be invoiced for the Exchange Component at its then current Grass Valley published list price. Such failure also may be grounds to suspend any future Advance Exchange Hardware service, until such outstanding defective component is returned to Grass Valley.

5. **SUPPORT BRANDED OFFERINGS**. The features offered under the Grass Valley Support Agreement branded offerings, when duly purchased, are set forth below.

Features	GV CARE Basic Support Agreement	GV CARE Elite Support Agreement
Products	All except EDIUS and ADVC Converters	All except EDIUS and ADVC Converters
Term or Coverage Period	1 Year or 3 Years	
24x7 Call Center Access	Yes	Yes
Technical Phone Support	Non-critical: 9x5; Critical: 24x7	Non-critical: 24x7 Critical: 24x7
• Response Service Level Objectives	Non-critical: 3 business days Critical: next business day	Non-critical: 8 hours Critical: 4 hours
Hardware Support		
• Factory Repair	At Grass Valley's discretion	At Grass Valley's discretion
• Advance Exchange Module Replacement	Yes	Yes
Shipment Service Level Objective	Non-critical: Reasonable commercial efforts Critical: Ship next business day	Non-critical: Ship next business day Critical: Ship next business day
Software Support • Updates • Upgrades	 Included Not included	 Included Included
On-site Support	Not included	Not included

Pick and Ship	Not included	Included for Camera Elite SAs in European Union only; provides courier pickup of Covered Equipment and delivery of same to Grass Valley's repair center

Features	EDIUS CARE Support Agreement	EDIUS Elite Support Agreement
Term or Coverage Period and Language	1 Year English only - other languages in GV discretion	
Products	EDIUS Pro, NEO and Express	EDIUS Pro/Elite
Call Center Access	9X5 United States only	24X7
Email Support	Yes	Yes
Response Time Service Level Objectives	None	Non-critical: 8 hours Critical: 4 hours
Features	Access to Video Tutorials Access to EDIUS Knowledge Base Access to User Forum	Access to Video Tutorials Access to EDIUS Knowledge Base Access to User Forum
Software Support • Updates • Upgrades	Included Not included	Included Not included Warranty uplift to 15 months only when purchased with Product

Features	CamCare Support Agreement
Products	Cameras
Term or Coverage Period	1 Year
Technical Phone Support	N/A
• Response Service Level Objective	N/A
Hardware Support	
• Factory Support	No
• Advance Exchange Module Replacement	No
• Shipment Service Level Objective	N/A
Software Support	
• Updates	Included except for term licenses
• Upgrades	Not included
On-site Support	Provides one annual onsite standardized preventive maintenance visit for all Covered Equipment

6. **PLANNED HARDWARE REPLACEMENT OPTION.** Subject to the following restrictions, for an additional fee agreed to by Grass Valley in the applicable Proposal, Customer may purchase a "Planned Hardware

Replacement Option" which may be added to either a GVCare Basic Support Agreement or a GVCare Elite Support Agreement. Under this option Grass Valley will replace Customer's existing generic IT server with a comparable server at the end of the Support Agreement Term. The following restrictions or limitations apply: (i) onsite services to implement the new server are not included; (ii) the existing server shall be returned to and shall become the property of Grass Valley before replacement; (iii) Customer must purchase a three-year support agreement term and pay up front for all three (3) years (i.e. one lump sum payment, no payment schedule allowed); (iv) as permitted by local law, Coverage must be purchased at time of initial Hardware purchase; and (v) this option is only available for:

- NV920
- NV9000
- VX-Vertigo-XG
- iTX Appliance Server
- VX-MS-Pro
- iControl Application Server
- CPM-6001
- MOP-6000
- Stratus Core Services Servers

7. **ADDITIONAL SERVICES FOR CAMCARE PREVENTATIVE MAINTENANCE SERVICES, PRE-REQUISITE FOR SERVICES, AND CAMCARE EXCLUSIONS.** Grass Valley will dispatch a field service engineer to provide on-site preventive maintenance for the number of days for the particular Covered Equipment identified on the CamCare Proposal during the Coverage Period. Customer and Grass Valley will agree in advance on the specific dates for the on-site visits. Preventive Maintenance includes:

- Check software versions of all Covered Equipment; install recommended Updates (except when outside purchased term period)
- Check RGB output, leaking pixels (Black), and deviating pixels (White)
- Check Manual & White Balance (AW1/AW2) Functional Testing, diagnostics and adjustment of: Basic shading, Gamma, Flare, Details, Shutter, Aspect Ratio (in SD only), Filter wheels, Viewfinder controls, Intercom, Signaling, Audio
- Functional Testing of: Lens back focus, Lens interface setting, Lens data check (Iris, Focus, Zoom), Lens CLASS functionality test
- Functional testing of Covered Equipment mechanics, including: Screws, Knobs, Potentiometers, Switch, Connectors, SDI, Triax, Fiber Optic connectors (when present)
- Dust cleaning

As a pre-requisite to receiving CamCare Service, Customer is required to provide the following equipment for use by Grass Valley's field service engineer while on-site: 3200ºK spotlight, HD Waveform Monitor or Rasterizer, SD/HD Video Monitor with HD-SDI Input and native resolution, and Fiber connection cleaning material

Repairs which may be recommended upon conclusion of the CamCare on-site preventive maintenance are not included. If Covered Equipment is not under separate Grass Valley warranty or Basic or Elite Support Agreement coverage then Grass Valley will provide a quotation for labor, materials, and shipping to perform the repairs. Travel and expenses for the on-site preventive maintenance visits are not included in the CamCare fees and will be invoiced to Customer as incurred.

8. **GV ON GUARD/REMOTE MONITORING SERVICE OPTION.** Subject to the following conditions, for an additional fee agreed to by Grass Valley in the applicable Proposal, Customer may purchase a "Remote Monitoring Service Option" which may be added to either a GVCare Basic Support Agreement or a GVCare Elite Support Agreement and which may be sold as "GV On Guard." Under this option, and subject to the following conditions, Grass Valley will use its GV Guardian software to monitor the health of the Customer's system, as well as identify and troubleshoot problems remotely from Grass Valley's facility in real time 24x7x365. The Customer must comply with the following conditions: (i) purchase and properly implement Grass Valley's Guardian software

with a Support Agreement for the appropriate number of devices; (ii) maintain an active internet connection to the Grass Valley Guardian server at the Customer's facility; and (iii) allow Grass Valley to access the Guardian server through the internet connection on a 24x7x365 basis.

9. EXCLUSIONS FROM SUPPORT AGREEMENT. Special enhancements, new feature releases or additions to any Software which is licensed separately by Grass Valley as a new Product (rather than as an Update or Upgrade) are excluded and may only be available for purchase separately as quoted by Grass Valley. Unless Grass Valley is contracted separately by Customer to provide software installation services, Customer is responsible for all Software installation including installation of Updates and/or Upgrades. Customer must advise Grass Valley when an Update or Upgrade is completed for warranty purposes. Customer must maintain Software within two revisions in order to be entitled to Updates and Upgrades under this Support Agreement. Nothing stated herein, entitles Customer to free integration, installation or implementation services, hardware or software improvements or third party software which may be required or suggested for satisfactory implementation of any related Update or Upgrade. Grass Valley is not obligated to provide third party software upgrades. The response times above are targeted service level objectives only. Actual response time may vary. Problem resolution may take longer. If a "term" license only is purchased then customer is not entitled to Updates and Upgrades beyond the term.

10. **CUSTOMIZED SUPPORT OFFERINGS.** In addition to the above Support offerings, Customer may purchase a customized offering pursuant to a negotiated written agreement with Grass Valley signed by both parties.

11. **REQUIREMENTS FOR ADVANCE EXCHANGE HARDWARE REPLACEMENT**. Grass Valley will provide Advance Exchange Hardware Replacement as set forth above, to the extent Customer purchased an Elite or Basic Support Agreement, and as follows:

11.1. **Shipment**. Grass Valley will ship an Exchange Component to Customer within the next business day for all Critical Failures and within a commercially reasonable time for all other failures provided an Exchange Component is needed to solve the reported problem. Grass Valley shall pay shipping charges for the Exchange Component to Customer. Customer shall pay all applicable taxes and duties for shipments originating outside of Customer's country of location as set forth above. Grass Valley shall bear the risk of loss or damage while the Exchange Component is in transit to Customer from the service center. Customer shall pay the shipping of the defective component to Grass Valley. Customer shall bear the risk of loss or damage while the defective component is in transit from Customer to Grass Valley.

11.2. **Exchange Components**. Grass Valley will provide new or rebuilt components of equal or improved quality in good operating condition and in accordance with the then current specifications, as an exchange component to replace the defective component ("Exchange Component"). An Exchange Component may be an alternate component to replace the defective component, and shall meet or exceed the specifications of the replaced component. All defective components replaced by Grass Valley with an Exchange Component become the property of Grass Valley. Prior to dispatch of an Exchange Component, a Grass Valley technical phone support specialist, contacted by Customer, must determine a defective component is the cause of the malfunction and that it must be repaired or replaced.

11.3 **Receipt and return of Exchange Component**. Upon receipt of the Exchange Component, Customer has thirty (30) calendar days to tender the defective component to the return carrier for shipment to Grass Valley's service center. If Customer fails to return the defective component to the specified carrier, Customer will be invoiced for the component at List Price. Such failure also may be grounds to suspend any future Advance Exchange service, until such outstanding defective component is returned to Grass Valley.

11.4 **Factory Hardware Repair**. In the event that a hardware defect cannot be remedied through an Advance Exchange Hardware Replacement, Grass Valley will repair the affected Covered Equipment at one of its authorized service centers at its discretion. Customer shall bear the risk of loss or damage while the affected Covered

Equipment is in transit from Customer to Grass Valley's service center. Grass Valley shall bear the risk of loss or damage while the repaired Covered Equipment is in transit from Grass Valley to Customer.

12. **SUPPORT SERVICE FEES AND RENEWALS**. The Support Services fees shall be reviewed sixty (60) days prior to the end of each year during the applicable Coverage Period and may be adjusted effective annually as of the first day of each such year of the Coverage Period. In addition to the Support Services fees agreed to under a Proposal/ Contract, unless quoted separately, Customer will be charged Grass Valley's then applicable hourly rate plus costs for expenses for services performed and expenses incurred outside the scope of the applicable Basic or Elite Support Agreement.

13. **COVERAGE ELIGIBILITY**. All products listed in an Equipment List provided by the Grass Valley Service organization or otherwise agreed to by the parties, (as may be amended) are covered ("Equipment" or "Covered Equipment"). Covered Equipment does not include independently branded third party equipment or software and/or OEM equipment or software unless specifically agreed to by Grass Valley in an amendment duly signed by Grass Valley which identifies such equipment/software by its serial number. Subject to the payment of any adjusted Support Services fees which may be required by Grass Valley hereunder, Customer may add Products to the applicable Support Agreement purchased during the Coverage Period, pursuant to a duly executed amendment, as follows:

13.1 **Equipment Covered By an Existing Support Agreement**. Customer may add Products which are currently covered under an existing Support Agreement. In such cases, the Products must be first removed from such existing Support Agreement in accordance with that agreement's terms and conditions.

13.2 **Equipment Covered by Standard Warranty**. Customer may add Products which are currently covered by Grass Valley's standard product warranty. In such cases, Grass Valley's obligation to perform any Support Services required hereunder as well as Customer's obligation to pay Support Services fees for Support Services performed in connection with such Products shall commence either: (i) upon the date the applicable warranty expires, or (ii) upon the date such Products are duly added to the purchased Support Agreement in cases where the Customer has purchased or is otherwise entitled to a Warranty Uplift.

13.3 **Non-Covered Equipment**. Customer may, with Grass Valley's consent, add Products which are neither covered under an existing Support Agreement nor under Grass Valley's standard warranty ("Non-Covered Equipment". In such cases, Grass Valley's obligation to perform any Support Services required hereunder as well as Customer's obligation to pay fees for Support Services performed in connection with such Products shall commence upon the date such Products are duly added to the purchased Support Agreement. Notwithstanding the foregoing, before Non-Covered Equipment may be added to the purchased Support Agreement, Grass Valley may inspect the same at Customer's expense and further Grass Valley may require Customer to: (a) upgrade the Equipment to supportable Hardware, firmware, and Software, at Customer's expense, and/or (b) replace, at Customer's expense, any pre-existing defective Hardware. Fees, if any, for upgrading the Non-Covered Equipment or repairing or replacing defective Hardware shall be quoted by Grass Valley separately and paid by Customer prior to commencement of coverage hereunder.

14. **ADJUSTED FEES**. Grass Valley shall be entitled to adjust the Support Services fees annually as provided above and in addition, Grass Valley may adjust the fees as it deems commercially reasonable in its sole discretion under the following circumstances:

14.1 **Change of Location**. If Customer physically removes any Covered Equipment from the Covered Site and reinstalls that Equipment in a new physical location, then Customer and Grass Valley shall amend the purchased applicable Support Agreement. If Customer affects a Change of Location prior to both parties executing an amendment to the Support Agreement stating the change, then Grass Valley may suspend Support Services for the affected Equipment.

14.2 **Additional Products**. Customer desires to add Products to the Support Agreement in accordance with this Support Agreement.

14.3 **Retired Products**. Customer desires to retire Equipment from use and physically remove it from the Covered Site. In such cases, (a) Customer must provide thirty (30) days prior written notice to Grass Valley stating that the Equipment has been retired and physically removed, (b) Customer and Grass Valley will enter into a written amendment to the purchased Support Agreement stating such change, and (c) Grass Valley will provide Customer a pro-rata credit for any prepaid Support Services fees in respect of such retired Equipment.

14.4 **Additional Services**. If Customer desires to incorporate additional services into a purchased Support Agreement and/or change its service requirements, Customer and Grass Valley shall enter into a written amendment to the Proposal/Contract for such Support Agreement prior to the provision of such additional or different Support Services.

15. **DISCONTINUATION OF SUPPORT SERVICES**. Grass Valley may, at its sole discretion, exclude from coverage and discontinue Support Services for (a) any Equipment manufactured by a third party, upon thirty (30) days written notice, or (b) any Equipment manufactured by Grass Valley, upon three-hundred sixty-five (365) days written notice. Notwithstanding anything in this Support Agreement to the contrary, Grass Valley's obligations to provide any Support Services in respect of such Equipment shall automatically terminate upon the relevant date and Grass Valley shall provide Customer with an amendment which reflects such terminated Support Services. Grass Valley will provide a pro-rata credit to Customer for prepaid fees, if any, for Support Services in respect of the Equipment for which Support Services is being discontinued; such credit may be applied by Customer to the cost of Support Services for remaining or new Equipment.

16. **CUSTOMER RESPONSIBILITIES**. Customer shall ensure that each Covered Site where the Covered Equipment is to be located meets the environmental Documentations contained in the user manual supplied with the Product. If the Covered Site does not meet the required Documentations, Grass Valley may suspend Support Services as to any Equipment located at such Covered Site until the site is brought into compliance. Additionally, if in Grass Valley's sole but reasonable discretion it determines that site conditions at a Covered Site do not meet health and safety standards, are dangerous or may impair Grass Valley's ability to perform its obligations, Grass Valley may, at its option, suspend performance of all Support Services at such Covered Site without liability or obligation hereunder until such time as the conditions have been remedied to the reasonable satisfaction of Grass Valley. If after sixty (60) days the failure has not been remedied as required hereby, then Grass Valley shall have the right to cancel the applicable Support Agreement as provided herein.

17. **SUPPORT AGREEMENT INFORMATION**. In order to obtain Support Services to the extent purchased under a Grass Valley Support Agreement, Customers must contact Grass Valley's applicable Customer Service Call Center. At that time, Customer hereby agrees to provide the Support Agreement number and serial number of the affected Equipment at the component level. Customer will be provided with an incident notification number as a record of the call and for future reference.

18. **ADDITIONAL EXCLUSIONS**. IT IS EXPRESSLY UNDERSTOOD THAT THE SUPPORT SERVICE FEE DOES NOT INCLUDE WORK REQUIRED DUE TO DAMAGE, PROBLEMS OR DEFECTS ARISING AS A CONSEQUENCE OF DISASTERS INCLUDING BUT NOT LIMITED TO ACTS OF GOD, WARS, EARTHQUAKES, STORMS, FLOODS, DESTRUCTION, FIRES, EXPLOSIONS, RIOTS, STRIKES, LOCK-OUTS OR ANY OTHER SIMILAR OCCURRENCES DUE TO EXTERNAL INFLUENCES, SUCH AS IMPROPER POWER SUPPLY; USE OF THE COVERED EQUIPMENT IN CONJUNCTION WITH USE OF NON GRASS VALLEY FURNISHED EQUIPMENT OR SOFTWARE UNLESS APPROVED BY GRASS VALLEY IN WRITING; FAILURE TO FOLLOW INSTALLATION, OPERATION, MAINTENANCE OR CARE INSTRUCTIONS, FAILURE TO PERMIT GRASS VALLEY TIMELY ACCESS, REMOTE OR OTHERWISE, FAILURE TO IMPLEMENT ALL NEW UPDATES OR UPGRADES TO SOFTWARE TO THE EXTENT SUCH UPDATE OR UPGRADES ARE MADE AVAILABLE TO CUSTOMER; IMPROPER EXECUTION OF

CUSTOMER MAINTENANCE TASKS OR DAILY UPKEEP, FAULTY OPERATION, MISUSE OR NEGLIGENCE; IMPROPER STORAGE, POWER SUPPLY OR AIR-CONDITIONING; DAMAGE CAUSED BY PERSONNEL OTHER THAN GRASS VALLEY REPRESENTATIVES TO INSTALL, REPAIR OR SERVICE COVERED EQUIPMENT, A PROBLEM OR DEFECT WHICH CANNOT BE REPRODUCED BY GRASS VALLEY OR CUSTOMER; TRANSPORTATION; ACCIDENTS; ANY FAULT CAUSED BY ANY ASSOCIATED EQUIPMENT OR ACCESSORIES NOT PROVIDED BY GRASS VALLEY; VIRUSES OR MALWARE THAT COMES INTO CONTACT WITH THE COVERED EQUIPMENT AFTER THE DATE OF SHIPMENT; OR REPLACEMENT OF CONSUMABLES; AND SERVICES, IMPROVEMENTS TO HARDWARE OR SOFTWARE, OR THIRD PARTY SOFTWARE THAT MAY BE REQUIRED IN ORDER TO SATISFACTORILY IMPLEMENT AN UPDATE OR UPGRADE.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ALL SERVICES TO BE PERFORMED IN ORDER TO RECTIFY THE DAMAGE TO OR DESTRUCTION OF THE EQUIPMENT AS SET OUT ABOVE ARE OUTSIDE THE SCOPE OF THE SUPPORT AGREEMENT AND WILL BE CHARGED SEPARATELY AT GRASS VALLEY'S THEN CURRENT RATES.

IT IS FURTHER EXPRESSLY UNDERSTOOD AND AGREED THAT THE COVERED EQUIPMENT WILL BE MAINTAINED AT OPERATIONAL CONDITION, TAKING INTO ACCOUNT ITS AGE AND NORMAL WEAR AND TEAR AND NOTHING HEREIN OBLIGATES GRASS VALLEY TO MAINTAIN COVERED EQUIPMENT IN NEW OR LIKE NEW CONDITION.

WHERE PERMITTED BY LAW, GRASS VALLEY RESERVES THE RIGHT TO CHARGE A REASONABLE SUPPORT AGREEMENT FEE FOR ANY UNCOVERED PERIODS BETWEEN THE EXPIRATION OF THE WARRANTY TERM AND THE PURCHASE OF THE SUPPORT AGREEMENT.

19. **TERMINATION**. This Support Agreement may be terminated in accordance with the following:

19.1 **Non-Performance**. Either party may terminate this Support Agreement in the event the other party breaches its material obligations, provided that the terminating party has given written notice of the alleged non-performance to the failing party sixty (60) days in advance of the termination date, and the non-performing party has not remedied the non-performance to the reasonable satisfaction of the other party. Should such event occur, termination shall become effective at the expiration of the sixty (60) day notice period or on the termination date set forth in such notice, whichever is later.

19.2 **Equipment Relocation**. Grass Valley may terminate a purchased Support Agreement in the event Customer moves or relocates Covered Equipment to a location which would impair or otherwise prevent Grass Valley from providing the Support Services. In such event, Customer shall be liable for a cancellation fee equal to twenty-five percent (25%) of the remaining fees due under the applicable Support Agreement.

19.3 **Convenience**. Either party may terminate this Support Agreement for convenience upon the conclusion of each year of the Coverage Period by giving written notice to the other party, such notice to occur no less than thirty (30) days prior to the conclusion of each year of the Coverage Period. Customer hereby acknowledges that Support Services fees take into account certain discounting factors, including, but not limited to, the length of the Coverage Period and advance nature of the payment. If Customer elects to terminate a purchased Support Agreement under this subsection, Customer agrees to pay a cancellation fee equal to twenty-five percent (25%) of the applicable Support Services fees for any remaining term.

20. **DISCLAIMERS; LIMITED LIABILITY**. GRASS VALLEY AND ITS AFFILIATES MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO EQUIPMENT COVERED UNDER THIS SUPPORT AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

IN NO EVENT SHALL GRASS VALLEY AND/OR ITS AFFILIATES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES BY REASON OF ANY ACT OR OMISSION OR ARISING OUT OF OR IN CONNECTION WITH THIS SUPPORT AGREEMENT, INCLUDING WITHOUT LIMITATION ANY LOSS OF USE, LOSS OF DATA, BUSINESS OR GOODWILL, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF WORK OR IMPAIRMENT OF OTHER ASSETS, DIMINUTION OF VALUE, LOST REVENUES, INCOME OR PROFITS, COSTS OF CAPITAL, DAMAGE TO ASSOCIATED PRODUCTS OR EQUIPMENT OR TO FACILITIES, COSTS OF SUBSTITUTE PRODUCTS, FACILITIES OR SERVICES, COSTS ASSOCIATED WITH DOWN TIME, COSTS OF REPLACEMENT POWER, AND ANY SIMILAR OR DISSIMILAR LOSSES, COSTS OR DAMAGES. FURTHERMORE, GRASS VALLEY AND ITS AFFILIATES' LIABILITY TO CUSTOMER FOR ANY CLAIM OR RECOVERY OF ANY KIND HEREUNDER SHALL IN NO EVENT EXCEED THE FEES PAID FOR THE SUPPORT SERVICES WITH RESPECT TO WHICH SUCH A CLAIM OR RECOVERY IS MADE. THIS LIMITATION SHALL NOT APPLY TO LIABILITY THAT BY LAW CANNOT BE SO RESTRICTED.

21. **EXPORT RESTRICTIONS**. Customer shall not export, re-export, or transfer, directly or indirectly any product or technical data received hereunder, to any country or user to which such export, re-export or transfer is restricted by United States or local country law or regulation without first obtaining any required governmental license, authorization, certification or approval. If Customer resells or otherwise disposes of any product or technical data purchased hereunder, it will comply with any export restrictions applicable to such transfer and Customer hereby agrees to indemnify and hold Grass Valley harmless against any and all losses, damages and costs resulting from any non-compliance by Customer. Grass Valley shall have no liability for delayed delivery or non-delivery resulting from denial, revocation, suspension or governmental delay in issuance, of any necessary export license or authority. By accepting this Agreement, Customer confirms that it is not located in (or a national resident of) any country under U.S., EU or Canadian Economic embargo or sanction, not identified on any U.S. Department of Commerce Denied Persons List, Entity List of proliferation concern, on the US State Department Debarred Parties List or Treasury Department Designated Nationals exclusion list, and not directly or indirectly involved in the financing, commission or support of terrorist activities or in the development or production of nuclear, chemical, biological weapons or in missile technology programs, and hardware, software, technology, or services may not be exported, re-exported, transferred or downloaded to any such entity.

22. **FORCE MAJEURE**. No party shall be liable for any failure to perform or delay in the performance of its obligations if the same is partly or wholly delayed or prevented by an event of force majeure, defined as an event which is beyond the reasonable control of the parties, such as but not limited to Acts of God (e.g. floods, earthquakes, hurricane), epidemics, fires, explosions, strikes, riots, war, rebellions, sabotage, act or threat of terrorism, shortage in supplies from normally reliable sources, embargo, governmental act or omission (e.g. delay or failure to issue, suspension or withdrawal of any license, permit or authorization), labor disputes, delay from a subcontractor caused by an event of force majeure as defined herein, or other similar occurrence beyond the control and without the fault or negligence of the affected Party. Any such delay or failure shall suspend the project schedule until the delay or failure ceases, and the project schedule shall be deemed extended accordingly.

23. **WAIVER**. The failure of either party to enforce any provision of this Support Agreement shall not be construed as a waiver of such provision or the right thereafter to enforce each and every provision. No waiver by either party, express or implied, of any breach of this Support Agreement shall be construed as a waiver of any other breach of such term or condition.

24. **ASSIGNMENT**. Customer may not assign or otherwise transfer its rights or obligations under this Support Agreement without the prior written consent of Grass Valley. No attempt to assign or transfer in violation of this provision will be binding upon Grass Valley. Any proposed assignee or transferee must agree in writing to be bound by all the terms, conditions, and obligations of this Support Agreement. Notwithstanding Grass Valley's agreement to any such assignment, Customer shall remain subject to the obligations of confidentiality set forth in the agreement governing the purchase of the Products. If the Customer did not purchase the Covered Equipment directly from Grass Valley, the Customer hereby agrees that the obligations of confidentiality set forth in Grass Valley's Global Terms and Conditions of Sale available at: http://www.grassvalley.com/about/terms_conditions

shall apply to all Confidential Information exchanged pursuant hereto during the Term/Coverage Period of this Support Agreement. Grass Valley may assign or otherwise transfer its rights and obligations under this Support Agreement and any Purchase Order issued pursuant hereto.

25. **APPLICABLE LAW**. Except for purchases made in Japan of Products or Services which will be located in and/or performed in Japan, these Terms and Conditions will be construed and interpreted in accordance with the laws of the State of Delaware, without regard to principles of choice of law. For purchase made in Japan of Products or Services which will be located in and/or performed in Japan the laws of Japan will apply. For Customer located in the Asia Pacific region of the world, any dispute arising out of or in connection with these Terms and Conditions, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this clause. The tribunal shall consist of one arbitrator. The language of the arbitration shall be English. For all other Customers, the parties hereby consent to the non-exclusive jurisdiction of and venue in the Superior Court of the State of Delaware and the United States District Court for the adjudication of any disputes arising under this Agreement, and will not assert as a defense lack of personal jurisdiction or forum non conveniens. These Terms and Conditions shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded. Each of the parties consent the jurisdiction of the courts of State of Delaware, United States.

26. **NOTICES.** All notices shall be given in writing and deemed effective upon receipt. Notices to Customer will be sent to the ordering office or other address shown on the Purchase Order. Notices to Grass Valley should be sent to the Grass Valley entity identified in the Proposal.

27. **SEVERABILITY**. If any provision of this Support Agreement is determined to be unenforceable or invalid by court decision, this Support Agreement will not be rendered unenforceable or invalid as a whole, and the provision will be changed and interpreted so as to best accomplish the objectives of the original provision within the limits of applicable law and the remainder of this Support Agreement shall remain in full force and effect..

28. **LANGUAGE**. This Support Agreement may be provided in multiple languages. The governing language shall be the English language and any translation is provided solely for information only. In the event of a conflict between the English language and its translation, the English language shall prevail. For sales in Canada, the parties declare that they have requested, and hereby confirm their request, that this Support Agreement be drafted in the English language. Les parties déclarent qu'elles ont exigé, et par les présentes, confirment leur demande que ce contrat soit rédigé en anglais.

29. **AUDIT RIGHTS**. Upon reasonable notice from Grass Valley to Customer, Customer will provide Grass Valley or its agents access to, from time to time, Customer's facilities and records in order for Grass Valley to determine whether Customer is in compliance with the provisions of this Support Agreement, provided, however, such audit or inspection shall be exercised so as not to unreasonably interfere with Customer's business. If such inspection discovers a material breach of this Support Agreement by Customer, then Customer shall pay the reasonable cost of the audit and inspection.

30. **DISPUTE RESOLUTION**. Disputes, controversies or claims may arise between the Parties. To minimize the expense to and impact on each Party of formally resolving such disputes, controversies and claims in accordance with the Applicable Law Section above, the Parties will first attempt to resolve any controversy or claim arising out of or relating to this Support Agreement.

31. **USE OF CUSTOMER NAME**. In consideration of the Support Services purchased pursuant to this Support Agreement, Customer agrees that Grass Valley may use Customer's name and logo to identify Customer as a customer of Grass Valley on Grass Valley's Website, and as a part of a general list of Grass Valley customers for use and reference in Grass Valley corporate, promotional, and marketing materials. Customer agrees that Grass Valley may issue a press release identifying Customer as a Grass Valley customer and describing the nature of the

Support Services to be provided. The content of any press release using Customer's name will be subject to Customer's prior approval, which will not be unreasonably withheld.

32. **INTEGRATION.** This Support Agreement is the complete and exclusive statement of the mutual understanding between Grass Valley and Customer regarding Support Services for the Covered Equipment and supersedes all previous written and oral agreements and communications relating to the subject matter hereof.

33 **INJUNCTIVE RELIEF**. Each party acknowledges and agrees: (A) the restrictions set forth in the provisions of this Support Agreement dealing with Confidentiality and protection of IP Rights, if any, are reasonable in the circumstances and all defenses to the strict enforcement thereof by the injured party are hereby waived; (B) a violation of any of the provisions of this Support Agreement dealing with Confidentiality or protection of IP Rights will result in immediate and irreparable harm and damage to the disclosing party or licensor; and (C) in the event of any violation of any of the provisions of this Support Agreement dealing with Confidentiality and protection of IP Rights, the injured party will, in addition to any other right to relief hereunder, be entitled to equitable relief by way of temporary or permanent injunction and to such other relief as any court of competent jurisdiction may deem just and proper.

34 **INTELLECTUAL PROPERTY AND SOFTWARE.** No rights to any intellectual property covering, pertaining to, relating to or residing in (a) any of the Covered Equipment, alone or in combination with any other one or more of the Covered Equipment, or (b) any documentation or data furnished to the Customer pursuant hereto for use with the Covered Equipment are granted to the Customer by Grass Valley, except that Grass Valley does give the Customer the right to use (a) the Covered Equipment in the manner in which they are designed to operate, are programmed and are configured at the time of delivery to the Customer and (b) such documentation or data solely with the Covered Equipment. Software, including software Covered Equipment and software incorporated within Covered Equipment, e.g., in ROM or on internal media, is provided under license and is subject to the terms of the license agreement provided with the original Equipment. Customer shall not disassemble or decompile or reverse engineer Grass Valley software. Customer may use and reproduce the software only as permitted by the applicable license.

35 **NATURE OF THE RELATIONSHIP**. No agency, partnership, joint venture, or other business organization is created by this Support Agreement. Neither party will have the right or authority to make commitments of any kind for, or on behalf of, the other party without prior written consent of the party to be bound. Customer and Grass Valley shall be independent contractors and each will conduct its business at its own cost and expense. Nothing in this Support Agreement will be construed as a commitment by Grass Valley to engage in any further business with Customer beyond the scope of this Support Agreement (except as otherwise agreed to by the parties by means of a separate agreement) or after the expiration or earlier termination of this Support Agreement. Grass Valley may refer to Customer as a customer reference in business dealings with potential customers, Grass Valley financing matters and in press releases.

36 **INTERPRETATION.** In this Support Agreement, (A) the insertion of headings is for convenience of reference only and will not affect the construction or interpretation of this Support Agreement; (B) words or abbreviations that have well known or trade meanings are used herein in accordance with their recognized meanings; and (C) terms and conditions hereof are the result of negotiations between the parties and this Support Agreement will not be construed in favor of or against any party by reason only that a party or its professional advisors participated in the preparation of this Support Agreement.

37 **ELECTRONIC COMMUNICATIONS**. The parties may do business electronically, including order placement and acceptance. Once accepted, such orders will create fully enforceable obligations subject to this Support Agreement. Such orders and acceptances will be deemed for all purposes to be an original signed writing. Parties will adopt commercially reasonable security measures for password and access protection.